

AMENDMENTS OF THE AGREEMENT RELATING TO THE INTERNATIONAL  
TELECOMMUNICATIONS SATELLITE ORGANIZATION "INTELSAT"

The title of the Agreement shall be amended by striking out " "INTELSAT" ".

Preamble

The Preamble shall be amended —

by striking out paragraphs 3 through 7, beginning with "Noting that" and ending with "Satellite System," and inserting in lieu thereof the following:

Recognizing that the International Telecommunications Satellite Organization has, in accordance with its original purpose, established a global satellite system for providing telecommunications services to all areas of the world, which has contributed to world peace and understanding,

Taking into account that the 24<sup>th</sup> Assembly of Parties of the International Telecommunications Satellite Organization decided to restructure and privatize by establishing a private company supervised by an intergovernmental organization,

Acknowledging that increased competition in the provision of telecommunications services has made it necessary for the International Telecommunications Satellite Organization to transfer its space system to the Company defined in Article I(d) of this Agreement in order that the space system continues to be operated in a commercially viable manner,

Intending that the Company will honor the Core Principles set forth in Article III of this Agreement and will provide, on a commercial basis, the space segment required for international public telecommunications services of high quality and reliability,

Having determined that there is a need for an intergovernmental supervisory organization, to which any State member of the United Nations or the International Telecommunication Union may become a Party, to ensure that the Company fulfills the Core Principles on a continuing basis,

## Article I

Article I (Definitions) shall be amended —

in paragraph (a) by deleting “Annexes” and inserting in lieu thereof “Annex”, inserting “, and any amendments thereto,” after the newly inserted “Annex”, and striking out “INTELSAT”;

by striking out paragraph (b) and redesignating paragraph (h) as paragraph (b);

by redesignating paragraph (j) as paragraph (c);

by inserting the following new definition after paragraph (c), designated as paragraph (d):

(d) “Company” means the private entity or entities established under the law of one or more States to which the International Telecommunications Satellite Organization’s space system is transferred and includes their successors-in-interest;

by striking out the text of paragraph (e) and inserting in lieu thereof the following new definition:

“On a Commercial Basis” means in accordance with usual and customary commercial practice in the telecommunications industry;

by redesignating paragraph (f) as paragraph (p) and inserting “has” after “or”;

by redesignating paragraph (k) as paragraph (f), striking out “INTELSAT”, and inserting in lieu thereof “Company’s”;

by striking out paragraph (g) and redesignating paragraph (c) as paragraph (g);

by inserting the following new definition after paragraph (g):

(h) “Lifeline Connectivity Obligation” or “LCO” means the obligation assumed by the Company as set out in the LCO contract to provide continued telecommunications services to the LCO customer;

by striking out the text of paragraph (i) and inserting in lieu thereof the text of paragraph (d);

by inserting the following new definitions after paragraph (i), designated as paragraphs (j) and (k):

(j) “Public Services Agreement” means the legally binding instrument through which ITSO ensures that the Company honors the Core Principles;

(k) “Core Principles” means those principles set forth in Article III;

by striking out the text of paragraph (1) and inserting in lieu thereof the following new definition:

“Common Heritage” means those frequency assignments associated with orbital locations in the process of advanced publication, coordination or registered on behalf of the Parties with the International Telecommunication Union (“ITU”) in accordance with the provisions set forth in the ITU’s Radio Regulations which are transferred to a Party or Parties pursuant to Article XII;

by striking out “and” at the end of paragraph (m), redesignating paragraph (m) as paragraph (q), and inserting as the text of new paragraph (m) the following definition:

(m) “Global coverage” means the maximum geographic coverage of the earth towards the northernmost and southernmost parallels visible from satellites deployed in geostationary orbital locations;

by striking out the text of paragraph (n) and inserting in lieu thereof the following:

“Global connectivity” means the interconnection capabilities available to the Company’s customers through the global coverage the Company provides in order to make communication possible within and between the five International Telecommunication Union regions defined by the plenipotentiary conference of the ITU, held in Montreux in 1965;

by adding the following new definition after paragraph (n) and designating it as paragraph (o):

(o) “Non-discriminatory access” means fair and equal opportunity to access the Company’s system;

by adding the following new definitions after paragraph (q) and designating them as paragraphs (r) and (s):

(r) “LCO customers” means all customers qualifying for and entering into LCO contracts; and

(s) “Administration” means any governmental department or agency responsible for compliance with the obligations derived from the Constitution of the International Telecommunication Union, the Convention of the International Telecommunication Union, and its Administrative Regulations.

## Article II

Article II shall be amended —

by striking out "INTELSAT" in the title and inserting "ITSO";

by striking out all the text of Article II and inserting in lieu thereof the following:

The Parties, with full regard for the principles set forth in the Preamble to this Agreement, establish the International Telecommunications Satellite Organization, herein referred to as "ITSO".

## Article III

Article III shall be amended —

by retitling it "Main Purpose and Core Principles of ITSO";

by striking out paragraph (a);

by striking out the designation "(b)" in paragraph (b); by adding "for purposes of applying Article III" after "considered"; by redesignating subparagraph (b)(i) as paragraph (a), and redesignating subparagraph (b)(ii) as paragraph (b); by striking out "Meeting of Signatories, having regard to advice tendered by the Board of Governors, has given the appropriate approval in advance" in the newly redesignated paragraph (b) and inserting in lieu thereof the following: "appropriate approval has been given"; by moving the former paragraph (b), as amended, to Article IV;

by striking out all the remaining text of Article III and inserting in lieu thereof the following:

(a) Taking into account the establishment of the Company, the main purpose of ITSO is to ensure, through the Public Services Agreement, that the Company provides, on a commercial basis, international public telecommunications services, in order to ensure performance of the Core Principles.

(b) The Core Principles are:

- (i) maintain global connectivity and global coverage;
- (ii) serve its lifeline connectivity customers; and
- (iii) provide non-discriminatory access to the Company's system.

#### Article IV

Article IV shall be amended —

by retitling it “Covered Domestic Public Telecommunications Services”;

by striking out “INTELSAT” and inserting in lieu thereof “ITSO” in paragraph (a);

by redesignating the entire text of Article IV (Juridical Personality), as amended, as Article VI except for the former paragraph (b) of Article III, as amended above, which shall be inserted as the new text of Article IV.

#### Article V

Article V shall be amended —

by retitling it “Supervision”;

by striking out all of the current text of Article V and inserting in lieu thereof the following:

ITSO shall take all appropriate actions, including entering into the Public Services Agreement, to supervise the performance by the Company of the Core Principles, in particular, the principle of non-discriminatory access to the Company’s system for existing and future public telecommunications services offered by the Company when space segment capacity is available on a commercial basis.

#### Article VI

Article VI shall be amended —

by striking out “INTELSAT” in the title and inserting in lieu thereof “ITSO”;

by redesignating it as Article VIII;

by amending redesignated Article VIII to read as follows:

ITSO shall have the following organs:

- (a) the Assembly of Parties; and
- (b) an executive organ, headed by the Director General, responsible to the Assembly of Parties.

## Article VII

Article VII (Assembly of Parties) shall be amended —

by moving the text of Article VII to Article IX;

by retitling Article VII “Financial Principles”;

by inserting the following new text as Article VII:

(a) ITSO will be financed for the twelve year period established in Article XXI by the retention of certain financial assets at the time of transfer of ITSO's space system to the Company.

(b) In the event ITSO continues beyond twelve years, ITSO shall obtain funding through the Public Services Agreement.

## Article VIII

Article VIII (Meeting of Signatories) shall be amended —

by striking out the title and entire text of former Article VIII and inserting in lieu thereof the amended text and amended title of Article VI, as amended above and redesignated above as Article VIII.

## Article IX

Article IX shall be amended —

by striking out the entire text of former Article IX;

by retitling Article IX “Assembly of Parties”;

by amending the text of former Article VII (Assembly of Parties), redesignated above as Article IX, as follows:

by striking “INTELSAT” and inserting in lieu thereof “ITSO” in paragraph (a);

by striking paragraphs (b) through (e) and inserting in lieu thereof the following:

(b) The Assembly of Parties shall give consideration to general policy and long-term objectives of ITSO.

(c) The Assembly of Parties shall give consideration to matters which are primarily of interest to the Parties as sovereign States, and in particular ensure that the Company provides, on a commercial basis, international public telecommunications services, in order to:

- (i) maintain global connectivity and global coverage;
- (ii) serve its lifeline connectivity customers; and
- (iii) provide non-discriminatory access to the Company's system.

(d) The Assembly of Parties shall have the following functions and powers:

- (i) to direct the executive organ of ITSO as it deems appropriate, in particular regarding the executive organ's review of the activities of the Company that directly relate to the Core Principles;
- (ii) to consider and take decisions on proposals for amending this Agreement in accordance with Article XV of this Agreement;
- (iii) to appoint and remove the Director General in accordance with Article X;
- (iv) to consider and decide on reports submitted by the Director General that relate to the Company's observance of the Core Principles;
- (v) to consider and, in its discretion, take decisions on recommendations from the Director General;
- (vi) to take decisions, pursuant to paragraph (b) of Article XIV of this Agreement, in connection with the withdrawal of a Party from ITSO;
- (vii) to decide upon questions concerning formal relationships between ITSO and States, whether Parties or not, or international organizations;
- (viii) to consider complaints submitted to it by Parties;
- (ix) to consider issues pertaining to the Parties' Common Heritage;
- (x) to take decisions concerning the approval referred to in paragraph (b) of Article IV of this Agreement;
- (xi) to consider and approve the budget of ITSO for such period as agreed to by the Assembly of Parties;
- (xii) to take any necessary decisions with respect to contingencies that may arise outside of the approved budget;
- (xiii) to appoint an auditor to review the expenditures and accounts of ITSO;
- (xiv) to select the legal experts referred to in Article 3 of Annex A to this Agreement;
- (xv) to determine the conditions under which the Director General may commence an arbitration proceeding against the Company pursuant to the Public Services Agreement;
- (xvi) to decide upon amendments proposed to the Public Services Agreement; and
- (xvii) to exercise any other functions conferred upon it under any other Article of this Agreement.

(e) The Assembly of Parties shall meet in ordinary session every two years beginning no later than twelve months after the transfer of ITSO's space system to the Company. In addition to the ordinary meetings of the Parties, the Assembly of Parties may meet in extraordinary meetings, which may be convened upon request of the executive organ acting pursuant to the provisions of paragraph (k) of Article X, or upon the written request of one or more Parties to the Director General that sets forth the purpose of the meeting and which receives the support of at least one-third of the Parties including the requesting Parties. The Assembly of Parties shall establish the conditions under which the Director General may convene an extraordinary meeting of the Assembly of Parties.

by striking out "Each Party shall have one vote." in paragraph (f);

by adding the following at the end of paragraph (f):

Parties shall be afforded an opportunity to vote by proxy or other means as deemed appropriate by the Assembly of Parties and shall be provided with necessary information sufficiently in advance of the meeting of the Assembly of Parties.

by redesignating paragraph (g) as paragraph (h) and inserting the following after "officers":

"as well as provisions for participation and voting".

by inserting the following new paragraph (g):

(g) For any meeting of the Assembly of Parties, each Party shall have one vote.

by redesignating paragraph (h) as paragraph (i) and striking out "INTELSAT" and all words thereafter to the end of the sentence, inserting in lieu thereof "ITSO".

## Article X

Article X shall be amended —

by retitling Article X "Director General"; by striking out all text under Article X and inserting in lieu thereof the following:

(a) The executive organ shall be headed by the Director General who shall be directly responsible to the Assembly of Parties.

(b) The Director General shall:



(i) be the chief executive and the legal representative of ITSO and shall be responsible for the performance of all management functions, including the exercise of rights under contract;

(ii) act in accordance with the policies and directives of the Assembly of Parties; and

(iii) be appointed by the Assembly of Parties for a term of four years or such other period as the Assembly of Parties decides. The Director General may be removed from office for cause by the Assembly of Parties. No person shall be appointed as Director General for more than eight years.

(c) The paramount consideration in the appointment of the Director General and in the selection of other personnel of the executive organ shall be the necessity of ensuring the highest standards of integrity, competency and efficiency, with consideration given to the possible advantages of recruitment and deployment on a regionally and geographically diverse basis. The Director General and the personnel of the executive organ shall refrain from any action incompatible with their responsibilities to ITSO.

(d) The Director General shall, subject to the guidance and instructions of the Assembly of Parties, determine the structure, staff levels and standard terms of employment of officials and employees, and shall appoint the personnel of the executive organ. The Director General may select consultants and other advisers to the executive organ.

(e) The Director General shall supervise the Company's adherence to the Core Principles.

(f) The Director General shall:

(i) monitor the Company's adherence to the Core Principle to serve LCO customers by honoring LCO contracts;

(ii) consider the decisions taken by the Company with respect to petitions for eligibility to enter into an LCO contract;

(iii) assist LCO customers in resolving their disputes with the Company by providing conciliation services; and

(iv) in the event an LCO customer decides to initiate an arbitration proceeding against the Company, provide advice on the selection of consultants and arbiters.

(g) The Director General shall report to the Parties on the matters referred to in paragraphs (d) through (f).

(h) Pursuant to the terms to be established by the Assembly of Parties, the Director General may commence arbitration proceedings against the Company pursuant to the Public Services Agreement.

(i) The Director General shall deal with the Company in accordance with the Public Services Agreement.

(j) The Director General, on behalf of ITSO, shall consider all issues arising from the Parties' Common Heritage and shall communicate the views of the Parties to the Notifying Administration(s).

(k) When the Director General is of the view that a Party's failure to take action pursuant to Article XI(c) has impaired the Company's ability to

comply with the Core Principles, the Director General shall contact that Party to seek a resolution of the situation and may, consistent with the conditions established by the Assembly of Parties pursuant to Article IX(e), convene an extraordinary meeting of the Assembly of Parties.

(l) The Assembly of Parties shall designate a senior officer of the executive organ to serve as the Acting Director General whenever the Director General is absent or is unable to discharge his duties, or if the office of Director General should become vacant. The Acting Director General shall have the capacity to exercise all the powers of the Director General pursuant to this Agreement. In the event of a vacancy, the Acting Director General shall serve in that capacity until the assumption of office by a Director General appointed and confirmed, as expeditiously as possible, in accordance with subparagraph (b) (iii) of this Article.

## Article XI

Article XI shall be amended —

by retitling Article XI "Rights and Obligations of Parties";

by striking out all text in Article XI and inserting in lieu thereof the text of Article XIV and amending the text as follows:

in paragraph (a), by striking out "and Signatories"; and by inserting ", the Core Principles in Article III" after "Preamble";

in paragraph (b), by striking out "and all Signatories" both places it appears; by striking out the word "INTELSAT" both places it appears and inserting the word "ITSO"; by striking out "or the Operating Agreement"; and by striking out "or Signatory" after the word "Party";

by striking out paragraphs (c) through (g) and inserting in lieu thereof the following new paragraph (c):

(c) All Parties shall take the actions required, in a transparent, non-discriminatory, and competitively neutral manner, under applicable domestic procedure and pertinent international agreements to which they are party, so that the Company may fulfill the Core Principles.

## Article XII

Article XII shall be amended —

by retitling it "Frequency Assignments";

by striking out all text and inserting in lieu thereof the following new text:

(a) The Parties of ITSO shall retain the orbital locations and frequency assignments in process of coordination or registered on behalf of the Parties with the ITU pursuant to the provisions set forth in the ITU's Radio Regulations until such time as the selected Notifying Administration(s) has provided its notification to the Depositary that it has approved, accepted or ratified the present Agreement. The Parties shall select among the ITSO members a Party to represent all ITSO member Parties with the ITU during the period in which the Parties of ITSO retain such assignments.

(b) The Party selected pursuant to paragraph (a) to represent all Parties during the period in which ITSO retains the assignments shall, upon the receipt of the notification by the Depositary of the approval, acceptance or ratification of the present Agreement by a Party selected by the Assembly of Parties to act as a Notifying Administration for the Company, transfer such assignments to the selected Notifying Administration(s).

(c) Any Party selected to act as the Company's Notifying Administration shall, under applicable domestic procedure:

(i) authorize the use of such frequency assignment by the Company so that the Core Principles may be fulfilled; and

(ii) in the event that such use is no longer authorized, or the Company no longer requires such frequency assignment(s), cancel such frequency assignment under the procedures of the ITU.

(d) Notwithstanding any other provision of this Agreement, in the event a Party selected to act as a Notifying Administration for the Company ceases to be a member of ITSO pursuant to Article XIV, such Party shall be bound and subject to all relevant provisions set forth in this Agreement and in the ITU's Radio Regulations until the frequency assignments are transferred to another Party in accordance with ITU procedures.

(e) Each Party selected to act as a Notifying Administration pursuant to paragraph (c) shall:

(i) report at least on an annual basis to the Director General on the treatment afforded by such Notifying Administration to the Company, with particular regard to such Party's adherence to its obligations under Article XI(c);

(ii) seek the views of the Director General, on behalf of ITSO, regarding actions required to implement the Company's fulfillment of the Core Principles;

(iii) work with the Director General, on behalf of ITSO, on potential activities of the Notifying Administration(s) to expand access to lifeline countries;

(iv) notify and consult with the Director General on ITU satellite system coordinations that are undertaken on behalf of the Company to assure that global connectivity and service to lifeline users are maintained; and

(v) consult with the ITU regarding the satellite communications needs of lifeline users.

### Article XIII

Article XIII shall be amended —

by striking out the title and text of Article XIII;

by redesignating Article XV as Article XIII;

by retitling Article XIII "ITSO Headquarters, Privileges, Exemptions, Immunities";

by amending the text of former Article XV, redesignated Article XIII, as follows:

in paragraph (a) by striking out "INTELSAT" and inserting in lieu thereof "ITSO"; and by striking out the period at the end of the paragraph and inserting the following: ", D.C. unless otherwise determined by the Assembly of Parties.";

in paragraph (b) by striking out "and from customs duties on communications satellites and components and parts for such satellites to be launched for use in the global system"; and by striking out "INTELSAT" all places it appears and inserting in lieu thereof "ITSO";

in paragraph (c) by striking out "INTELSAT" the first five places it appears and inserting in lieu thereof "ITSO"; by striking out at the end of the first sentence ", to Signatories and representatives of Signatories and to persons participating in arbitration proceedings"; by striking out the sentence "The Headquarters Agreement shall include a provision that all Signatories acting in their capacity as such, except the Signatory designated by the Party in whose territory the headquarters is located, shall be exempt from national taxation on income earned from INTELSAT in the territory of such Party."; and by inserting commas before and after "also as soon as possible".

## Article XVI

Article XVI (Withdrawal) shall be redesignated Article XIV and amended to read as follows:

(a) (i) Any Party may withdraw voluntarily from ITSO. A Party shall give written notice to the Depositary of its decision to withdraw.

(ii) Notification of the decision of a Party to withdraw pursuant to subparagraph (a)(i) of this Article shall be transmitted by the Depositary to all Parties and to the executive organ.

(iii) Subject to Article XII(d), voluntary withdrawal shall become effective and this Agreement shall cease to be in force, for a Party three months after the date of receipt of the notice referred to in subparagraph (a)(i) of this Article.

(b) (i) If a Party appears to have failed to comply with any obligation under this Agreement, the Assembly of Parties, having received notice to that effect or acting on its own initiative, and having considered any representations made by the Party, may decide, if it finds that the failure to comply has in fact occurred, that the Party be deemed to have withdrawn from ITSO. This Agreement shall cease to be in force for the Party as of the date of such decision. An extraordinary meeting of the Assembly of Parties may be convened for this purpose.

(ii) If the Assembly of Parties decides that a Party shall be deemed to have withdrawn from ITSO pursuant to subparagraph (i) of this paragraph (b), the executive organ shall notify the Depositary, which shall transmit the notification to all Parties.

(c) Upon the receipt by the Depositary or the executive organ, as the case may be, of notice of decision to withdraw pursuant to subparagraph (a)(i) of this Article, the Party giving notice shall cease to have any rights of representation and any voting rights in the Assembly of Parties, and shall incur no obligation or liability after the receipt of the notice.

(d) If the Assembly of Parties, pursuant to paragraph (b) of this Article, deems a Party to have withdrawn from ITSO, that Party shall incur no obligation or liability after such decision.

(e) No Party shall be required to withdraw from ITSO as a direct result of any change in the status of that Party with regard to the United Nations or the International Telecommunication Union.

## Article XVII

Article XVII (Amendment) shall be redesignated Article XV and the redesignated Article XV shall be amended —

in paragraph (a) by striking out at the end “and Signatories”;

in paragraph (b) by striking out "provisions" and inserting in lieu thereof "procedures"; by striking out "VII" and inserting in lieu thereof "IX"; and by striking out the last sentence;

in paragraph (c) by striking out the number "VII" and inserting in lieu thereof "IX";

by amending paragraph (d) to read as follows:

(d) An amendment which has been approved by the Assembly of Parties shall enter into force in accordance with paragraph (e) of this Article after the Depositary has received notice of approval, acceptance or ratification of the amendment from two-thirds of the States which were Parties as of the date upon which the amendment was approved by the Assembly of Parties.

by striking out "INTELSAT" in paragraph (e) and inserting in lieu thereof "ITSO".

#### Article XVIII

Article XVIII (Settlement of Disputes) shall be redesignated Article XVI and the redesignated Article XVI shall be amended to read as follows:

(a) All legal disputes arising in connection with the rights and obligations under this Agreement between Parties with respect to each other, or between ITSO and one or more Parties, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex A to this Agreement.

(b) All legal disputes arising in connection with the rights and obligations under this Agreement between a Party and a State which has ceased to be a Party or between ITSO and a State which has ceased to be a Party, and which arise after the State ceased to be a Party, if not otherwise settled within a reasonable time, shall be submitted to arbitration in accordance with the provisions of Annex A to this Agreement, provided that the State which has ceased to be a Party so agrees. If a State ceases to be a Party, after a dispute in which it is a disputant has been submitted to arbitration pursuant to paragraph (a) of this Article, the arbitration shall be continued and concluded.

(c) All legal disputes arising as a result of agreements between ITSO and any Party shall be subject to the provisions on settlement of disputes contained in such agreements. In the absence of such provisions, such disputes, if not otherwise settled, may be submitted to arbitration in accordance with the provisions of Annex A to this Agreement if the disputants so agree.

## Article XIX

Article XIX (Signature) shall be redesignated Article XVII and the redesignated Article XVII shall be amended —

by adding "United Nations or the" in subparagraph (a)(ii) after "of the";

## Article XX

Article XX (Entry Into Force) shall be redesignated Article XVIII and redesignated Article XVIII shall be amended —

by amending paragraph (a) to read as follows:

(a) This Agreement shall enter into force sixty days after the date on which it has been signed not subject to ratification, acceptance or approval, or has been ratified, accepted, approved or acceded to, by two-thirds of the States which were parties to the Interim Agreement as of the date upon which this Agreement is opened for signature, provided that such two-thirds include parties to the Interim Agreement which then held at least two-thirds of the quotas under the Special Agreement. Notwithstanding the foregoing provisions, this Agreement shall not enter into force less than eight months or more than eighteen months after the date it is opened for signature.

by amending the last sentence of paragraph (c) to read as follows:

If provisional application terminates pursuant to subparagraph (ii) or (iii) of this paragraph, the provisions of paragraph (c) of Article XIV of this Agreement shall govern the rights and obligations of the Party.

by striking out paragraph (d) and redesignating paragraph (e) as (d).

## Article XXI

Article XXI (Miscellaneous Provisions) shall be redesignated Article XIX and the redesignated Article XIX shall be amended —

by striking out "INTELSAT" each place it occurs and inserting in lieu thereof "TTSO" ;

by striking out "and Signatories" in paragraph (b).

## Article XXII

Article XXII (Depositary) shall be redesignated Article XX and the redesignated Article XX shall be amended —

by striking out "INTELSAT" each place it appears and inserting in lieu thereof "ITSO";

by redesignating "XIX" in paragraph (a) as "XVII";

by redesignating "XIX" in paragraph (b) as "XVII", and "XX" as "XVIII"

by moving all text after "Charter of the United Nations." in paragraph (c) and reinserting it immediately after the last Article of the amended Agreement.

## New Article

After redesignated Article XX, insert the following new Article XXI, entitled "Duration", to read as follows:

This Agreement shall be in effect for at least twelve years from the date of transfer of ITSO's space system to the Company. The Assembly of Parties may terminate this Agreement effective upon the twelfth anniversary of the date of transfer to ITSO's space system to the Company by a vote pursuant to Article IX(f) of the Parties. Such decision shall be deemed to be a matter of substance.

## General Instruction Applicable to All Articles

The Articles, as amended, shall be reordered in numerical order, and the paragraphs of each Article, as amended, shall be reordered in alphabetical order.



## ANNEX A

Annex A shall be deleted in its entirety.

## ANNEX B

Annex B shall be deleted in its entirety.

## ANNEX C

Annex C shall be amended as follows —

by redesignating “Annex C” as “Annex A”;

by striking out in the title “REFERRED TO IN ARTICLE XVIII OF THIS AGREEMENT AND ARTICLE 20 OF THE OPERATING AGREEMENT”;

in Article 1, by striking out “XVIII” and inserting in lieu thereof “XVI”; and by striking out “, and Article 20 of, and the Annex to, the Operating Agreement”;

in Article 2, by striking out “XVIII” and inserting in lieu thereof “XVI”; and by striking out “, and Article 20 of, and the Annex to, the Operating Agreement”;

in Article 3, paragraph (a), by striking out “next” before “ordinary meeting” and insert in lieu thereof “second subsequent”;

in Article 3, paragraph (c), by inserting the following new sentence at the end of the first sentence: “Members of the panel may participate in this meeting in person, or through electronic means.”; and by striking out at the end of paragraph (c) “INTELSAT for the purpose of Article 8 of the Operating Agreement” and inserting in lieu thereof “ITSO”;

in Article 3, paragraph (d), by striking out the second sentence;

in Article 3, paragraph (e), by striking out “or the Board of Governors”;

in Article 3, paragraph (g), by striking out the designation and text of paragraph (g);

in Article 4, paragraph (a)(iv), by striking “XVIII” and inserting in lieu thereof “XVI”; and by striking out “or Article 20 of the Operating Agreement”;

in Article 4, paragraph (b), by striking out “and Signatory”;

in Article 7, paragraph (b), by striking out "whose designated Signatories and the Signatories whose designating Parties" and inserting in lieu thereof "who"; by striking out "INTELSAT" both places it occurs and inserting in lieu thereof "ITSO"; and by striking out "and all Signatories";

in Article 7, paragraph (f), by striking out "XVIII" and inserting in lieu thereof "XVI"; and by striking out ", and Article 20 of, and the Annex to, the Operating Agreement";

in Article 7, paragraph (h), by striking out "XVIII" and inserting in lieu thereof "XVI"; and by striking out ", and Article 20 of, and the Annex to, the Operating Agreement";

in Article 7, paragraph (k) by striking out "and Signatories";

in Article 9, by striking the designation "(a)" and the text of paragraph (a); by striking out the designation "(b)"; and by striking out "Any other Party, any Signatory or INTELSAT" and inserting in lieu thereof "Any Party not a disputant in a case, or ITSO";

in Article 11, by striking ", each Signatory and INTELSAT" and inserting in lieu thereof "and ITSO";

in Article 13, by striking out "and the Operating Agreement" both places it occurs in subparagraph (a)(i) and paragraph (b); by striking out "INTELSAT" in paragraph (b) and inserting in lieu thereof "ITSO"; and by striking out "and Signatories" after "Parties" in paragraph (b); and

in Article 14, by striking out "INTELSAT" both places it occurs and inserting in lieu thereof "ITSO"; and by striking out "for the purpose of Article 8 of the Operating Agreement".

#### ANNEX D

Annex D shall be deleted in its entirety.